

## INTERCONNECTION AGREEMENT

This Agreement is made effective on the 1<sup>st</sup> day of December, 2006, between TDS Telecommunications Corporation, a corporation organized under the laws of the State of Delaware, not individually but as agent for the Wisconsin operating companies identified in section 2 below ("TDS TELECOM") and NPCR, Inc. d/b/a Nextel Partners, a Delaware Corporation, with its principal place of business at 6200 Sprint Parkway, Overland Park, KS 66251("NEXTEL PARTNERS").

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires TDS TELECOM to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement NEXTEL PARTNERS and TDS TELECOM hereby agree as follows:

1. NEXTEL PARTNERS and TDS TELECOM shall adopt in its entirety the Wireless Interconnection Agreement dated August 15, 1998 between TDS TELECOM and Sprint Spectrum L.P. ("SPRINT PCS") and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The SPRINT PCS Wireless Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. TDS TELECOM Wisconsin operating companies:

Badger Telecom, LLC  
Black Earth Telephone Company, LLC  
Bonduel Telephone Company  
Burlington, Brighton & Wheatland Telephone Company  
Central State Telephone Company, LLC  
Dickeyville, Telephone, LLC  
EastCoast Telecom, Inc.  
Grantland Telecom, Inc.  
Mid-Plains Telephone, LLC  
Midway Telephone Company, LLC  
Mt. Vernon Telephone Company, LLC  
Riverside Telecom, LLC  
Southeast Telephone Company of Wisconsin, Inc.  
Stockbridge & Sherwood Telephone Company  
Tenney Telephone Company, LLC



The Farmers Telephone Company, LLC  
The Scandinavia Telephone Company  
UTELCO, LLC  
Waunakee Telephone Company, LLC

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section V of the SPRINT PCS Wireless Interconnection Agreement.
4. In the event that NEXTEL PARTNERS is unable to measure Local Traffic originated by TDS TELECOM and terminated by NEXTEL PARTNERS, the Parties agree to the following principles for billing terminating usage to one another based upon factors:

TDS TELECOM shall bill for 100% of the traffic originated by NEXTEL PARTNERS and terminated to TDS TELECOM. NEXTEL PARTNERS shall calculate estimated TDS TELECOM originated traffic that is terminated to NEXTEL PARTNERS using the following formula: NEXTEL PARTNERS shall bill TDS TELECOM based on the minutes of use billed by TDS TELECOM divided by seventy percent (70%). The total of the calculation shall then be multiplied by thirty percent (30%) to determine the traffic originated by TDS TELECOM and terminated to NEXTEL PARTNERS. NEXTEL PARTNERS shall render an invoice to TDS TELECOM based upon the factored usage.

5. Every notice, consent, approval or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in the case of NEXTEL PARTNERS to:

Sprint Nextel  
Legal/Telecom Management Group  
P.O. Box 7966  
Shawnee Mission, KS 66207-0966

Or  
Sprint Nextel  
Mailstop: KSOPHN0214-2A568  
6450 Sprint Parkway  
Overland Park, KS 66251

with a copy to:

Sprint Nextel  
ICA Solution  
P.O. Box 7954  
Shawnee Mission, KS 66207-7954

Or  
Mailstop: KSOPHA0310  
6330 Sprint Parkway  
Overland Park, KS 66251

In the case of TDS TELECOM to:

TDS TELECOM  
10025 Investment Drive, Suite 200  
Knoxville, TN 37932  
Attention: Carrier Relations  
865-966-4700 voice  
865-966-4720 facsimile

with a copy to:

Legal Affairs & Carrier Relations  
P.O. Box 5366  
Madison, WI 53705-0366

or at such other address as the intended recipient may direct in writing.



IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**TDS Telecommunications**

**Corporation**, not individually but as agent for the companies listed in Section 2 above

Kathy Barnekow 9/27/07  
Signature Date

Kathy Barnekow  
Typed Name

Director-Carrier Relations  
Typed Title

**NPCR, Inc. d/b/a Nextel Partners**

Gary Lindsey 9/18/07  
Signature Date

Gary Lindsey  
Typed Name

Director Access Solutions  
Typed Title

Signature Page to Interconnection Agreement between TDS Telecommunications Corporation (WI Cos) and NPCR, Inc. d/b/a Nextel Partners dated December 1, 2006.

# EXHIBIT 1



## WIRELESS INTERCONNECTION AGREEMENT - WISCONSIN

This Agreement is made effective on the 15<sup>th</sup> day of August, 1998, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware Corporation ("TDS"), and Sprint Spectrum L.P., a Delaware Limited Partnership ("Sprint PCS").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Wisconsin. Sprint PCS is a commercial mobile radio service carrier operating in Wisconsin. TDS and Sprint PCS desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

### SECTION I SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements and reciprocal compensation for the exchange of local telecommunication traffic between Sprint PCS' network in Wisconsin and TDS' network in Wisconsin. The exchange of non-local telecommunication traffic between other portions of TDS' network and Sprint PCS' network will be accomplished using the existing toll telephone network. The designations "local" and "non-local" telecommunication traffic shall be as defined by federal law for the purpose of the exchange of wireless traffic, specifically local traffic for reciprocal compensation purposes is that traffic which originates and terminates within the same MTA, regardless of any charges the originating party may assess its end users.

### SECTION II TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable charges are shown on the attached pricing schedule, Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than 180 days old.

### SECTION III INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or



to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

#### SECTION IV LIABILITY

##### A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the omissions, wrongful acts or negligence of the indemnified party.

##### B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

##### C.

In any event, each party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the party making a claim for the month during which the claim arose.

#### SECTION V TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate two (2) years after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew by giving the other party ninety (90) day's written notice of the desire not to renew.

#### SECTION VI THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

#### SECTION VII GOVERNING LAW, FORUM AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed under by the laws and regulations of the State of Wisconsin. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Wisconsin.

#### SECTION VIII ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in a writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.



SECTION IX  
NOTICE

Notices, bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Sprint PCS to:

Sprint PCS  
Legal / Regulatory  
12<sup>th</sup> Floor  
4900 Main Street  
Kansas City, MO 64112

and in the case of TDS to:

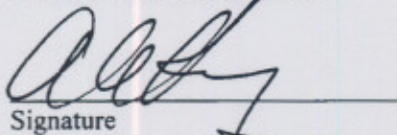
TDS Telecom  
Wholesale Markets Group  
P. O. Box 22995  
Knoxville, TN 37933-0995  
Attn: Director- Carrier Relations

or to such other location as the receiving party may direct in writing.

SECTION X  
MISCELLANEOUS

This Agreement is made pursuant to 47 U.S.C. 332 and is not an interconnection agreement under 47 USC 251 (c). The parties acknowledge that TDS may be entitled to a rural exemption as provided by 47 USC 251 (f) and TDS does not waive such exemption.

SPRINT SPECTRUM L.P.

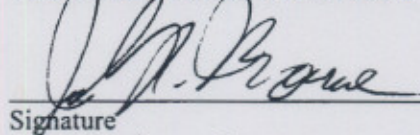
  
Signature

8/13/98  
Date

A.A. KIETZE  
Printed Name

C.O.O.  
Title

TDS TELECOMMUNICATIONS

  
Signature

8/17/98  
Date

John R. Monroe  
Printed Name

Director-Carrier Relations  
Title



## Appendix A - Pricing

### TDS TELECOM Wireless Interconnection - Wisconsin

Rates Based on Cost: The Parties acknowledge that the charges for transport and termination of local telecommunication traffic must be based upon the costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier.

#### Transport and Termination of All Local Traffic:

<u>OCN</u>	<u>Company</u>	<u>\$/MOU</u>
0856	B&W	.0079
0844	Badger	.0235
0849	Black Earth	.0124
0851	Bonduel	.0140
0859	Central State	.0164
0914	East Coast	.0134
0930	Grantland	.0147
0909	Midway	.0150
0917	Mt. Vernon	.0074
0943	Riverside	.0121
0945	Scandinavia	.0176
0954	Stockbridge & Sherwood	.0132
0958	Tenney	.0125
0963	UTELCO	.0168
0968	Waunakee	.0080

#### Transport and Termination of Non-local Traffic: per Applicable Tariffs



*Wholesale Markets Group*

## Wireless Interconnection Agreement Amendment Dated December 15, 1998

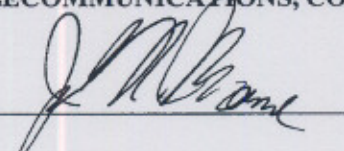
The Wireless Interconnection Agreement ("Agreement"), executed August 15, 1998, between Sprint Spectrum L.P. ("Customer") and TDS Telecommunications Corporation ("TDS"), for the state of Wisconsin is amended as follows.

The number 90 is stricken from the last line of Section II, Traffic Exchange, and replaced with the number 180.

The remaining terms and conditions of the Agreement shall remain in effect.

This Amendment shall take effect on the later of the signing dates indicated below by the authorized representative of each party.

### TDS TELECOMMUNICATIONS, CORP.

  
Signature

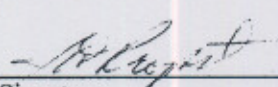
John R. Monroe

Typed Name

Director - Carrier Relations

Title

### SPRINT SPECTRUM L.P.

  
Signature

James P. Regist

Typed Name

General Interconnection Manager



## Second Amendment to Wireless Interconnection Agreement

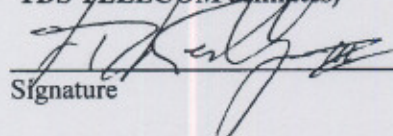
The Wireless Interconnection Agreement ("Agreement"), effective 15<sup>th</sup> day of August, 1998, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware Corporation ("TDS"), and Sprint Spectrum L.P., a Delaware Limited Partnership ("Sprint PCS"), approved by the Public Service Commission of Wisconsin in 05-TI-238 on October 26, 1999 is hereby amended as follows:

To the Appendix A – Pricing, the following Companies and \$/MOU to be added:

<u>Company</u>	<u>\$/MOU</u>
Southeast Telephone Company of Wisconsin, Inc.	0.00957

The remaining terms and conditions of the Agreement shall remain in effect. This Amendment shall be effective as of February 1, 2001.

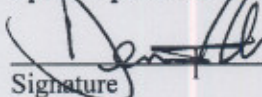
**TDS TELECOMMUNICATIONS,  
CORPORATION**  
(not individually but as agent for the  
TDS TELECOM affiliates)

  
Signature \_\_\_\_\_ Date 2/28/01

Louis D. Reilly III  
Typed Name \_\_\_\_\_

Director – Carrier Relations  
Title \_\_\_\_\_

**Sprint Spectrum L.P.**

  
Signature \_\_\_\_\_ Date 2/14/01

Dennis Huber  
Typed Name \_\_\_\_\_

Sr. Vice President, Operations  
Title \_\_\_\_\_



## Third Amendment to Wireless Interconnection Agreement

The Wireless Interconnection Agreement ("Agreement"), effective the 15th day of August, 1998, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware Corporation ("TDS"), and Sprint Spectrum L.P., a Delaware Limited Partnership ("Sprint PCS"), approved by the Public Service Commission of Wisconsin in 05-TI-238 on October 26, 1999 is hereby amended as follows:

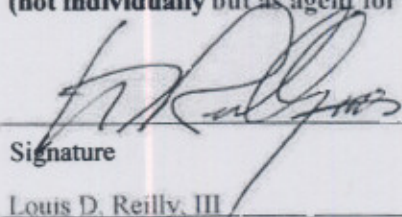
To the Appendix A - Pricing, the following Companies and \$/MOU to be added:

<u>Company</u>	<u>\$/MOU</u>
Dickeyville Telephone Corporation	0.01478
Farmers Telephone Company	0.01676
Mid-Plains, Inc.	0.007691

The remaining terms and conditions of the Agreement shall remain in effect. This Amendment shall be effective as of March 1, 2002.

### TDS TELECOMMUNICATIONS CORPORATION

(not individually but as agent for the TDS TELECOM affiliates)

  
Signature

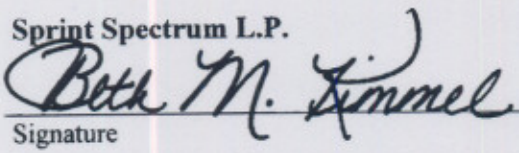
Louis D. Reilly, III

Typed Name

Director - Carrier Relations

Title

Sprint Spectrum L.P.

  
Signature

Beth Kimmel

Typed Name

Director, Numbering and Interconnection Management

Title